

<i>SERFF Tracking Number:</i>	<i>CNNB-125920752</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>H-09-7050-AR</i>		
<i>TOI:</i>	<i>04.0 Homeowners</i>	<i>Sub-TOI:</i>	<i>04.0000 Homeowners Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Homeowner - Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: Homeowner - Forms

TOI: 04.0 Homeowners

Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Filing Type: Form

SERFF Tr Num: CNNB-125920752 State: Arkansas

SERFF Status: Closed

Co Tr Num: H-09-7050-AR

Co Status:

Author: Matt Terrell

Date Submitted: 11/25/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Becky Harrington, Betty Montesi

Disposition Date: 12/17/2008

Disposition Status: Approved

Effective Date Requested (New): 04/01/2009

Effective Date Requested (Renewal): 04/01/2009

Effective Date (New): 04/01/2009

Effective Date (Renewal):

04/01/2009

State Filing Description:

## General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 12/17/2008

State Status Changed: 12/03/2008

Corresponding Filing Tracking Number:

Filing Description:

Updating applications to be effective 4/1/09

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

### Filing Contact Information

Matt Terrell, Senior Filings Analyst

matt\_terrell@cinfin.com

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Product Name:	Homeowner - Forms		
Project Name/Number:	/		

6200 S. Gilmore Road	(513) 603-5264 [Phone]
Fairfield, OH 45014	(513) 881-8885[FAX]

**Filing Company Information**

The Cincinnati Insurance Company	CoCode: 10677	State of Domicile: Ohio
6200 S. Gilmore Rd.	Group Code: 244	Company Type:
Fairfield, OH 45014	Group Name:	State ID Number:
(513) 870-2000 ext. [Phone]	FEIN Number: 31-0542366	
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SERFF Tracking Number:	CNNB-125920752	State:	Arkansas
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Reviewal of Forms: \$50
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	11/25/2008	24158334

SERFF Tracking Number:	CNNB-125920752	State:	Arkansas
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	12/17/2008	12/17/2008
<b>Objection Letters and Response Letters</b>			

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Becky Harrington	12/10/2008	12/10/2008	Matt Terrell	12/12/2008	12/12/2008
Pending Industry Response	Becky Harrington	12/03/2008	12/03/2008	Matt Terrell	12/09/2008	12/09/2008

*SERFF Tracking Number:*      *CNNB-125920752*

*State:*      *Arkansas*

*Filing Company:*      *The Cincinnati Insurance Company*

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*Company Tracking Number:*      *H-09-7050-AR*

*TOI:*      *04.0 Homeowners*

*Sub-TOI:*      *04.0000 Homeowners Sub-TOI Combinations*

*Product Name:*      *Homeowner - Forms*

*Project Name/Number:*      */*

## **Disposition**

Disposition Date: 12/17/2008

Effective Date (New): 04/01/2009

Effective Date (Renewal): 04/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNB-125920752 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: H-09-7050-AR  
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations  
 Product Name: Homeowner - Forms  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Memorandum	Approved	Yes
Form (revised)	HOMEOWNER APPLICATION	Approved	Yes
Form	HOMEOWNER APPLICATION		Yes
Form	FARMERS PERSONAL LIABILITY	Approved	Yes
Form (revised)	ACORD HOMEOWNER SUPPLEMENT APPLICATION	Approved	Yes
Form	ACORD HOMEOWNER SUPPLEMENT APPLICATION		Yes
Form	COSMETOLOGY OR BARBERING BUSINESS ENDORSEMENT	Approved	Yes

SERFF Tracking Number: CNNB-125920752 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: H-09-7050-AR  
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations  
Product Name: Homeowner - Forms  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/10/2008  
Submitted Date 12/10/2008

Respond By Date

Dear Matt Terrell,

This will acknowledge receipt of the captioned filing.

Objection 1

- ACORD HOMEOWNER SUPPLEMENT APPLICATION (Form)

Comment: ACA 23-102-114 requires notice be given new policy holders of the availability of residential earthquake insurance through the Market Assistance Program and a rejection form signed if an insured chooses not to purchase coverage. The supplemental application includes an earthquake coverage choice. Please confirm the use of the notices required by the captioned statute.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/12/2008  
Submitted Date 12/12/2008

Dear Becky Harrington,

### Comments:

### Response 1

Comments: In response to your 12/10/08 Objection Letter:

We comply with ACA 23-102-114 notice/signature requirements. Insureds must sign form MI1654AR to choose not to purchase EQ coverage.

Matt Terrell

*SERFF Tracking Number:*      *CNNB-125920752*      *State:*      *Arkansas*  
*Filing Company:*      *The Cincinnati Insurance Company*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *H-09-7050-AR*  
*TOI:*      *04.0 Homeowners*      *Sub-TOI:*      *04.0000 Homeowners Sub-TOI Combinations*  
*Product Name:*      *Homeowner - Forms*  
*Project Name/Number:*      */*

**Related Objection 1**

Applies To:

-      ACORD HOMEOWNER SUPPLEMENT APPLICATION (Form)

Comment:

ACA 23-102-114 requires notice be given new policy holders of the availability of residential earthquake insurance through the Market Assistance Program and a rejection form signed if an insured chooses not to purchase coverage. The supplemental application includes an earthquake coverage choice. Please confirm the use of the notices required by the captioned statute.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Matt Terrell



SERFF Tracking Number: CNNB-125920752 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
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TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations  
Product Name: Homeowner - Forms  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/03/2008  
Submitted Date 12/03/2008

Respond By Date

Dear Matt Terrell,

This will acknowledge receipt of the captioned filing.

Objection 1

- HOMEOWNER APPLICATION (Form)

Comment: The memo indicates that "Your premiums will not be surcharged based on your insurance score" was deleted. The application submitted continues to show this language. Please verify.

Objection 2

- ACORD HOMEOWNER SUPPLEMENT APPLICATION (Form)

Comment: This form was not attached.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/09/2008  
Submitted Date 12/09/2008

Dear Becky Harrington,

**Comments:**

### Response 1

Comments: In response to your Objection Letter dated 12/3/08:

We have included the final/corrected draft of HRA (10/08)

HR8335I is also included.

SERFF Tracking Number: CNNB-125920752 State: Arkansas  
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 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations  
 Product Name: Homeowner - Forms  
 Project Name/Number: /

#### Related Objection 1

Applies To:

- HOMEOWNER APPLICATION (Form)

Comment:

The memo indicates that "Your premiums will not be surcharged based on your insurance score" was deleted.  
 The application submitted continues to show this language. Please verify.

#### Related Objection 2

Applies To:

- ACORD HOMEOWNER SUPPLEMENT APPLICATION (Form)

Comment:

This form was not attached.

#### Changed Items:

No Supporting Documents changed.

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
HOMEOWNER APPLICATION	HRA	10/08	Application/Binder/Enrollment	Replaced			HRA 10-08.pdf
<b>Previous Version</b>							
HOMEOWNER APPLICATION	HRA	10/08	Application/Binder/Enrollment	Replaced			HRA 10-08.pdf
ACORD HOMEOWNER SUPPLEMENT APPLICATION	HR835I	10/08	Application/Binder/Enrollment	Replaced			HR835I 10-08.pdf
<b>Previous Version</b>							
ACORD HOMEOWNER SUPPLEMENT APPLICATION	HR835I	10/08	Application/Binder/Enrollment	Replaced			

<i>SERFF Tracking Number:</i>	<i>CNNB-125920752</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>H-09-7050-AR</i>		
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<i>Product Name:</i>	<i>Homeowner - Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

No Rate/Rule Schedule items changed.

Sincerely,  
Matt Terrell

SERFF Tracking Number: CNNB-125920752 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: H-09-7050-AR  
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations  
 Product Name: Homeowner - Forms  
 Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	HOMEOWNER APPLICATION	HRA	10/08	Application/ Replaced Binder/Enrollment	Replaced Form #: HRA 5/08 Previous Filing #:		HRA 10-08.pdf
Approved	FARMERS PERSONAL LIABILITY	HR824	4/09	Endorsement/ Replaced Amendment/Condition	Replaced Form #: HR824 12/04 Previous Filing #:		HR824 04-09.pdf
Approved	ACORD HOMEOWNER SUPPLEMENT APPLICATION	HR835I	10/08	Application/ Replaced Binder/Enrollment	Replaced Form #: HR835I 7/06 Previous Filing #:		HR835I 10-08.pdf
Approved	COSMETOLOGY OR BARBERING BUSINESS ENDORSEMENT	HR886	4/09	Endorsement/ Replaced Amendment/Condition	Replaced Form #: HR886 7/06 Previous Filing #:		HR886 04-09.pdf

# THE CINCINNATI INSURANCE COMPANY

## HOMEOWNER APPLICATION

QUOTATION <input type="checkbox"/>		ISSUE POLICY <input type="checkbox"/>					
Rewrite or Renewal of	POLICY PERIOD				PREMIUM		
	12:01 A.M, STANDARD TIME AT THE RESIDENCE PREMISES				Inception	Installment	Payable Each
	From	To		\$	\$	___ months	
NAMED INSURED AND ADDRESS							
Township _____				County _____			
Occupation _____				Social Security Number _____			
Date of birth _____							
Employer _____							
MORTGAGEE - SERVICING COMPANY							
The <b>residence premises</b> covered by this policy is located at the above address unless otherwise stated.							
<b>COVERAGES AFFORDED AND LIMITS OF INSURANCE</b>							
Applicable Form:		HO-3 <input type="checkbox"/>	Executive <input type="checkbox"/>	Executive Classic™ <input type="checkbox"/>	Condominium Broad <input type="checkbox"/>		
		Condominium Special <input type="checkbox"/>	Tenant Broad <input type="checkbox"/>	Tenant Special <input type="checkbox"/>			
SECTION I				SECTION II			
	A. Dwelling	B. Other Structures	C. Personal Property	D. Loss of Use	E. Bodily Injury, Personal Injury, and Property Damage	F. Medical Payments to Others	
LIMITS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ each occurrence	\$ _____ each person	
ADDITIONAL COVERAGES AND PREMIUMS							
Form Number	Annual Premium	Form Number	Annual Premium	Form Number	Annual Premium		
_____	\$ _____	_____	\$ _____	_____	\$ _____		
_____	\$ _____	_____	\$ _____	_____	\$ _____		
_____	\$ _____	_____	\$ _____	_____	\$ _____		
_____	\$ _____	_____	\$ _____	_____	\$ _____		
Other Forms _____							
Executive / Executive Classic™ / Tenants Special / Condominium Special:							
Earthquake Coverage: Included <input type="checkbox"/> Excluded <input type="checkbox"/>							
Basic Annual Premium		Additional Coverages Annual Premium			Total Annual Premium		
\$ _____		\$ _____			\$ _____		
<b>DEDUCTIBLE - SECTION I:</b>		<b>\$ _____ APPLIES TO ALL CAUSES OF LOSS UNLESS OTHERWISE NOTED</b>					
HO-Auto	Terr.	Number of Families	Construction Type	Prot. Class	B.C.E.G.	Prem. Group	Feet From Hydrant
Year							
Yes <input type="checkbox"/> No <input type="checkbox"/>							
Inside City Limits Fire District <input type="checkbox"/>		Inside Protected Suburban Area <input type="checkbox"/>			Inside Fire District <input type="checkbox"/>		
Tax Code: _____							

\*Absence of any entry means "no exceptions."

- ## CONDO ONLY

- THE CINCINNATI INSURANCE COMPANY WILL REQUEST A CREDIT-BASED INSURANCE SCORE TO ASSIST IN THE DETERMINATION OF YOUR PREMIUM. IF YOUR SCORE DOES NOT MEET OR EXCEED THE ESTABLISHED THRESHOLD, OR YOUR SCORE IS NOT AVAILABLE FROM THE CONSUMER REPORTING AGENCY WE USE, YOU WILL NOT QUALIFY FOR THE MAXIMUM DECREASE IN PREMIUM (I.E., THE MAXIMUM CREDITS.)

IN THE STATES OF AZ AND MT THE APPLICANT FOR THIS INSURANCE MUST READ, INITIAL AND DATE THE FOLLOWING STATEMENT: I ACKNOWLEDGE, AT THE TIME OF COMPLETING THIS APPLICATION, I WAS GIVEN A PRIVACY POLICY STATEMENT, WHICH EXPLAINS THE PRIVACY PRACTICES OF THE CINCINNATI INSURANCE COMPANIES AND AFFILIATED SUBSIDIARIES. PLEASE INITIAL AND DATE: \_\_\_\_\_

**WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN TENNESSEE, VIRGINIA AND WASHINGTON INSURANCE BENEFITS MAY ALSO BE DENIED.**

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Signed \_\_\_\_\_ (Agent)

Agency: \_\_\_\_\_

Agency Code: \_\_\_\_\_

Located at: \_\_\_\_\_

### Additional Information

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FARMERS PERSONAL LIABILITY**

**Note: A listing of the applicable Locations is identified on Form HR824 S.**

- I.** The **DEFINITIONS** Section is amended as follows for coverage provided by this endorsement and applies to all parts of Section **II**:
  - A.** The following definitions are amended:
    1. The definition of "business" does not include "farming" at "farm premises".
    2. The definition of "insured location" includes "farm premises".
  - B.** The following definitions are added:
    1. "Farm employee" means an "employee" whose duties are solely related to "your" "farming" operations at a "farm premises".
    2. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands solely for the sale of farm products produced by "you".
    3. "Covered farm employee" means any "farm employee" if the Schedule in Section **I.B.** of this endorsement shows a premium charge for "covered farm employees".
    4. "Farm premises" means any premises, site or location that is:
      - a. Listed in the Schedule under Form **HR824 S**; and
      - b. Upon which "you" or "your" tenant conducts "farming" operations.
    5. "Vapors" means any gaseous or airborne irritant or airborne contaminant, other than asbestos, which is discharged, dispersed, or released or escapes from materials, machinery or equipment used in the service or maintenance of the "farm premises". "Vapors" does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or byproduct of any manufacturing process.
- II.** Section **II, B. Section II - Exclusions** is amended as follows:
  - A.** The following exclusions are added to Paragraph **B.1.**:

This insurance does not apply to:

    1. "Bodily injury", "personal injury" or "property damage" arising out of:
      - a. A "farming" operation or "farm premises" not solely owned by "you"; or
      - b. An organization, school board, or a political sub-division of which an "insured" is an officer (including, but not limited to, police officer), director, commissioner, trustee or an elected or appointed official.
    2. "Bodily injury", "personal injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at or from a "farm premises".

This exclusion does not apply to "bodily injury" to any person injured while on the "farm premises" and caused by the inadequate ventilation of "vapors", if the person injured is first exposed to such "vapors" during the "coverage term" and, within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to "vapors".
    3. "Bodily injury", "personal injury" or "property damage":
      - a. Caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:
        - (1) Inhalation of;
        - (2) Ingestion of;
        - (3) Contact with;



- (4) Absorption of;
- (5) Exposure to;
- (6) Existence of; or
- (7) Presence of,

any "fungi" or bacteria on or within a building or structure on a "farm premises", including its contents, whether occurring suddenly or gradually;

**b.** Arising out of, or in any way associated with, any loss, cost or expense to:

- (1) Abate;
- (2) Test for;
- (3) Monitor;
- (4) Clean up;
- (5) Remove;
- (6) Contain;
- (7) Treat;
- (8) Detoxify;
- (9) Neutralize;
- (10) Remediate;
- (11) Mitigate;
- (12) Dispose of;
- (13) In any way respond to; or
- (14) Assess the effects of,

any "fungi" or bacteria on or within a building or structure on a "farm premises", including its contents, by any "insured" or by any other person or entity;

**c.** Arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:

- (1) The existence of "fungi" or bacteria on or within a building or structure on a "farm premises", including its contents;
- (2) The prevention of "fungi" or bacteria on or within a building or structure on a "farm premises", including its contents;
- (3) The remediation of "fungi" or bacteria on or within a building or structure on a "farm premises", including its contents; or
- (4) Any operation described in Paragraph **b.** above; or

**d.** Arising out of any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs **a.**, **b.** or **c.** above,

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However, this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

- 4. "Bodily injury" or "personal injury" to a "farm employee", other than a "covered farm employee", arising out of and in the course of the employee's employment by an "insured";
- 5. "Property damage" to, or arising out of:
  - a. Products manufactured, sold, handled or distributed by an "insured"; or
  - b. Work performed by or for an "insured".

6. "Bodily injury", "personal injury" or "property damage" arising out of any substance released or discharged from any "aircraft".
  7. "Bodily injury" or "personal injury" to an "employee" employed in violation of law with the knowledge of an "insured".
- B.** Exclusion **e.** Motor Vehicles under Paragraph **B.1.** is amended as follows:
- The following is added after Subparagraph **4)** under Described "motor vehicles":
- A "motor vehicle" not subject to motor vehicle registration which is used in the "farming" activities of the "insured".
- C.** The last Paragraph under **B.1.** is deleted and replaced by the following:
- Exclusions **d.**, **e.**, **f.**, and **g.** do not apply to "bodily injury" or "personal injury" to a "residence employee" or "covered farm employee" arising out of and in the course of their employment by an "insured".
- D.** The following is added to Paragraph **B.2.**:
- This insurance does not apply to "bodily injury":
- To any "farm employee" or other person engaged in work in the maintenance or use of a "farm premises". This exclusion does not apply to other persons while on the "farm premises" in a neighborly exchange of assistance for which the "insured" is not obligated to pay money.
- III. Section II, D. Section II - Conditions is amended as follows:**
- A.** Paragraph **c.** of Condition **1.** Limit of Insurance does not apply to "farm premises".
- B.** The following Conditions are added, with respect to this endorsement:
- 1. Premium Audit**
    - a. "We" will compute all premiums for this endorsement in accordance with "our" rules and rates.
    - b. Premium shown in this endorsement as advance premium is a deposit premium only. At the close of each audit period "we" will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the "coverage term" is greater than the earned premium, "we" will return the excess to the first Named Insured.
    - c. The first Named Insured must keep records of the information "we" need for premium computation, and send "us" copies at such times as "we" may request.
  - 2. Examination of "Your" Books and Records**

"We" may examine and audit "your" books and records as they relate to this endorsement at any time during the policy period and up to three years afterward.
  - 3. Inspections and Surveys**
    - a. "We" have the right to:
      - (1) Make inspections and surveys at any time;
      - (2) Give "you" reports on the conditions "we" find; and
      - (3) Recommend changes.
    - b. "We" are not obligated to make any inspections, surveys, reports or recommendations and any such actions "we" do undertake relate only to insurability and the premiums to be charged. "We" do not make safety inspections. "We" do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And "we" do not warrant that conditions:
      - (1) Are safe or healthful; or
      - (2) Comply with laws, regulations, codes or standards.

- c. Paragraphs **a.** and **b.** of this condition apply not only to "us", but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations "we" may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**V.** The following Additional Coverage is added to Section **I**, Additional Coverages:

**ANIMAL COLLISION**

"We" will pay an amount equal to the then current market value but no more than the amount stated in the Schedule under section **B.** of Form **HR824 S** for Animal Collision for "loss" by death of any cattle, horse or hybrid thereof, hog, sheep or goat owned by an "insured", which is caused by collision during the "coverage term" between such animal and a "motor vehicle" not owned or operated by an "insured" or any "farm employee" thereof, if such collision occurs while such animal is within a public highway and is not being transported.

## THE CINCINNATI INSURANCE COMPANY

## ACORD HOMEOWNER SUPPLEMENT APPLICATION

**This form must be completed and submitted with the ACORD 80 Homeowner Application.**

Yes No

Name of city (township) where dwelling is located \_\_\_\_\_

Have you personally seen this dwelling? ..... ☐ ☐

What date (month / year) did the insured purchase this location (if resided here less than five years)?

month \_\_\_\_\_ year \_\_\_\_\_

If this is a house or apartment the insureds are just moving into, please advise their previous address.

Has this risk previously been written in your agency? ..... ☐ ☐Does the insured own any private collections in excess of \$1,000? ..... ☐ ☐  
(If so, attach a schedule.) (Coins, Stamps, Guns, Fine Arts, etc.)Is there farming of any kind or any farm structure on the residence premises? ..... ☐ ☐**If "Yes", please complete and submit Farm Questionnaire MI-1650.**If there is a woodburning stove, fireplace insert, furnace add-on, or other solid fuel stove on the premises, please complete **Woodburning Stove Questionnaire IA-006.**Does any member of the Insured's household provide day care of any type? ..... ☐ ☐If yes, please complete **Day Care Questionnaire PL-DC-1. Do not bind homeowner coverage.**Earthquake Coverage: Included ☐ Excluded ☐Building Code Effectiveness Grade ☐ Fire District \_\_\_\_\_

Tax Code \_\_\_\_\_

Does the insured?

**a.** Travel extensively (two or more months per year)? ..... ☐ ☐

If so, describe:

\_\_\_\_\_

**b.** Reside at a secondary residence or other location (one month or more per year)? ..... ☐ ☐

If so, describe \_\_\_\_\_

\_\_\_\_\_

How long have you known the insured? \_\_\_\_\_

Have you included a personal umbrella quote with your presentation to the insured? ..... ☐ ☐Please complete the following questions for **Condominium** policies only:Does the insured desire coverage for Loss Assessment? ..... ☐ ☐For Loss Assessment Earthquake? ..... ☐ ☐Is the condo rented out to others? ..... ☐ ☐

How often? \_\_\_\_\_

Have you reviewed a copy of the Condo Association's Unit Owner Agreement? ..... ☐ ☐Since each Association's Unit Owner's Agreement defines real property differently, have you met with the insured and discussed the amount of coverage to be purchased? ..... ☐ ☐

THE CINCINNATI INSURANCE COMPANY WILL REQUEST A CREDIT-BASED INSURANCE SCORE TO ASSIST IN THE DETERMINATION OF YOUR PREMIUM. IF YOUR SCORE DOES NOT MEET OR EXCEED THE ESTABLISHED THRESHOLD, OR YOUR SCORE IS NOT AVAILABLE FROM THE CONSUMER REPORTING AGENCY WE USE, YOU WILL NOT QUALIFY FOR THE MAXIMUM DECREASE IN PREMIUM (I.E., THE MAXIMUM CREDITS.)

IN THE STATES OF AZ, GA, IL, MN, MT, NC, AND VA THE APPLICANT FOR THIS INSURANCE MUST READ, INITIAL AND DATE THE FOLLOWING STATEMENT: I ACKNOWLEDGE, AT THE TIME OF COMPLETING THIS APPLICATION, I WAS GIVEN A PRIVACY POLICY STATEMENT, WHICH EXPLAINS THE PRIVACY PRACTICES OF THE CINCINNATI INSURANCE COMPANIES AND AFFILIATED SUBSIDIARIES

PLEASE INITIAL AND DATE: \_\_\_\_\_

**WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN MAINE AND VIRGINIA, INSURANCE BENEFITS MAY ALSO BE DENIED.**

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Signed \_\_\_\_\_ (Agent)

Agency Name: \_\_\_\_\_

Agency Code: \_\_\_\_\_

Located At: \_\_\_\_\_

Additional Information \_\_\_\_\_

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COSMETOLOGY OR BARBERING BUSINESS ENDORSEMENT

### I. SCHEDULE

#### A. Additional Coverages:

##### 1. Section I - Business Property Coverages:

Only those coverages for which a Limit of Insurance is shown are provided by this policy.

a. Business Personal Property Limit of Insurance: \$\_\_\_\_\_

b. Other Structures for Business Purposes:

Description	Limit of Insurance
(1)	\$ _____
(2)	\$ _____
(3)	\$ _____

Items I.A.1.c., d. and e. apply only if a Limit of Insurance is shown in Item I.A.1.a.

	Limit of Insurance	
c. Business Records:	\$5,000	
d. Off-Business Premises Property:	\$5,000	
	Limit of Insurance	Unless Stated Otherwise Here:
e. Business Income (and Extra Expense):	\$5,000	

##### 2. Section II - Business Liability Coverage: included within the Personal Liability Limit of Insurance.

☐ Exclusion 11.c. does not apply to the removal of hair via electrolysis, if so indicated ☒.

#### B. Additional Business Premises:

##### Location

##### Number

##### Address

#### C. Loss Payees:

##### Description of Property:

##### Loss Payee:

### II. The DEFINITIONS Section of the policy is amended as follows:

#### A. With respect to insurance coverage provided under this endorsement, the following definitions are deleted and replaced by the following:

##### 1. "Insured" means:

a. "You" and "your" "resident relatives"; and

b. Any partnership, limited liability company or corporation which owns the "covered business", provided those persons described in a. above are the only partners, members or shareholders,

but only with respect to the conduct of the "covered business"; and

- c. Under Section II - Business Liability only, any "employee" or "independent contractor" of the "covered business", but only for acts within the scope of their employment by (with respect to "employees") or within the scope of their duties for (with respect to "independent contractors") the "covered business". However, none of these "employees" or "independent contractors" are "insureds" for:

- (1) "Bodily injury" or "personal injury" to "you", "your" "resident relatives", co-"employee" or co-"independent contractor"; or
- (2) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,  
"you", "your" "resident relatives" or any "employees" of the "covered business".

2. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, or a "professional incident" that results in "bodily injury", "professional liability" or "property damage"; or
- b. An offense that results in "personal injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general conditions, "professional incident", act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

3. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

4. "Workplace" means that place, and during such hours, to which the "employee" or "independent contractor" sustaining injury was assigned by an "insured", or any other person or entity acting on the "covered business's" behalf, to work on the date of "occurrence".

B. With respect to insurance coverage provided under this endorsement, the definition of "insured location" is amended to include any "business premises".

C. With respect to insurance coverage provided under this endorsement, the definition of "personal injury" is amended to include:

1. The use of another's advertising idea in your "advertisement" and
2. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

D. The following definitions are added:

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about "your" goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

- b. Regarding websites, only that part of a website that is about "your" goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
- 2. "Business contract" means:
  - a. An easement or license agreement; or
  - b. That part of any other contract pertaining to the "covered business" under which an "insured" assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement, provided the easement, agreement or contract is directly related to the conduct of the "covered business".

However, "business contract" does not include the "professional liability" of others assumed by an "insured" under any contract or agreement, either oral or written, except to the extent the "insured" would have been liable in the absence of the contract or agreement.
- 3. "Business income" means the:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
  - b. Continuing normal operating expenses incurred, including payroll.

However, "business income" does not include any increase in loss caused by or resulting from suspension, lapse or cancellation of any license, lease or contract.
- 4. "Business premises" means:
  - a. The "residence premises"; or
  - b. The premises listed in Section **I.B.** of this endorsement.
- 5. "Business records" means books of account, drawings or other paper records and "electronic data", any of which contain data related to the "covered business".
- 6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by the "covered business" in the territory described in **a.** above;
    - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on the business of the "covered business"; or
    - (3) "Personal injury" offenses that take place through the Internet or similar electronic means of communication,

provided the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which "we" agree.
- 7. "Covered business" means:
  - a. The operation of a legally sanctioned barber or beauty shop at a "business premises" by an "insured"; or
  - b. "You" or a "resident relative" while engaged as an independent contractor providing "professional services" in someone else's legally sanctioned barber or beauty shop, away from the "business premises".
- 8. "Extra expense" means necessary expenses "you" incur during the "period of restoration" that "you" would not have incurred if there had been no direct "physical loss" to property caused by or resulting from a Covered Cause of Loss.



However, "extra expense" does not include any increase in loss caused by or resulting from suspension, lapse or cancellation of any license, lease or contract.

9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. "You" have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. The "covered business's" fulfilling the terms of the contract or agreement.
11. "Independent contractor" means a natural person who provides "professional services" on "your" or another "insured's" behalf.
12. "Money" means:
  - a. Currency, coins and bank notes whether or not in current use; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
13. "Operations" means "your" "covered business" activities occurring at the "business premises".
14. "Period of restoration" means the period of time that:
  - a. Begins at the time of direct "physical loss"; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the "business premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.
  - c. "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
    - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
    - (2) Requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".
  - d. The expiration date of the policy will not cut short the "period of restoration".
15. "Products-completed operations hazard" includes all "bodily injury" or "property damage" occurring away from the "business premises" and arising out of "your product" or "your work" except:
  - a. Products that are still in "your" physical possession; or
  - b. Work that has not yet been completed.
16. "Professional incident" means a negligent act, error, omission, or malpractice in furnishing or failing to furnish "professional services" as a licensed barber or cosmetologist. All related negligent acts, errors, omissions or malpractice in furnishing or failing to furnish "professional services" as a licensed barber or cosmetologist shall be deemed one "professional incident".
17. "Professional liability" means injury arising from a "professional incident".
18. "Professional services" means only those services legally sanctioned by the barbering and cosmetology licensing laws or the regulations of the jurisdiction in which the "insured" operates, including service as a member or director of a formal accreditation, standards review or similar professional board or committee, unless otherwise excluded under this policy.

19. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- a. Tokens, tickets, revenue and other stamps whether or not in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which are not of "your" own issue:
- but does not include "money". Lottery tickets held for sale are not "securities" or evidences of debt.
20. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
21. "Suspension" means:
- a. The slowdown or cessation of "your" "operations"; and
  - b. That a part of the "business premises" is rendered untenable.
22. "Vapors" means any gaseous or airborne irritant or airborne contaminant, other than asbestos, which is discharged, dispersed, or released or escapes from materials, machinery or equipment used in the service or maintenance of the "premises". "Vapors" does not mean any gaseous or airborne irritant or airborne contaminant used in a manufacturing process or which is the product or by-product of any manufacturing process.
23. "Your product" means any goods or products manufactured, sold, handled, distributed or disposed of in the conduct of the "covered business", or any containers, materials, parts or equipment furnished in connection with such goods or products. "Your product" includes the warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the goods or products, and the providing of or failure to provide warnings or instructions.
24. "Your work" means completed work or operations performed in the conduct of the "covered business", including materials, parts or equipment furnished in connection with such work or operations. The work or operations will be deemed completed when all the work called for in a contract, agreement or work order has been completed, even though subsequent service, maintenance, correction or repair may be required. "Your work" includes the warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the completed work or operations, and the providing of or failure to provide warnings or instructions.

**III. SECTION I - BUSINESS PROPERTY COVERAGE** (applicable only when a Limit of Insurance for **SECTION I - BUSINESS PROPERTY COVERAGE** is shown in Item **I.A.1.a.** in the Schedule of this endorsement)

- A. The Section I, A. Additional Coverages, for Business Property of the policy to which this endorsement is attached does not apply to Business Personal Property, as provided under this endorsement.

1. The following are added to Section I, A. Additional Coverages:

**a. Business Personal Property**

"We" will pay up to the Limit of Insurance stated in Section **I.A.1.a.** of this endorsement for direct "physical loss" to Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the "coverage term".

**(1) Covered Property**

Covered Property under Business Personal Property Coverage means: "Your" Business Personal Property located in or on the "business premises" or in the open (or in a vehicle) within 1,000 feet of the "business premises". "Your" Business Personal Property consists of the following:

- (a)** Furniture;
- (b)** Machinery and equipment;
- (c)** "Stock";

- (d) All other personal property owned by "you" and used in the "covered business";
- (e) The cost of labor, materials or services furnished or arranged by "you" on personal property of others;
- (f) "Your" use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - 1) Made a part of the building or structure "you" occupy at a "business premises" but do not own; and
  - 2) "You" acquired or made at "your" expense at a "business premises" but cannot legally remove;
- (g) Leased personal property used in the "covered business" for which "you" have a contractual responsibility to insure. Such leased property is not considered personal property of others in "your" care, custody or control;
- (h) Personal Property of Others that is in "your" care, custody or control or for which "you" are legally liable. This does not include personal effects owned by "you", "your" officers, "your" partners, or if "you" are a limited liability company, "your" members or "your" managers, or "your" "employees"; and
- (i) Sales samples.

## **(2) Property Not Covered**

Covered Property under Business Personal Property Coverage does not include:

### **(a) Accounts, Deeds, "Money" or "Securities"**

Accounts, bills, currency, deeds, food stamps or other evidences of debt, "money", notes or "securities";

### **(b) Animals**

Animals, unless

- 1) Owned by others and boarded by "you"; or
- 2) Owned by "you" and covered as "stock" while inside of buildings

and then only to the extent provided in Section **III.A.1.a.(3) Limitations**, of this endorsement.

### **(c) Automobiles**

Automobiles held for sale;

### **(d) Contraband**

Contraband, or property in the course of illegal transportation or trade;

### **(e) Property While Airborne or Waterborne**

Personal property while airborne or waterborne;

### **(f) Property More Specifically Insured**

Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except as provided in the Other Insurance and Service Agreement condition under Section **I - Conditions**;

### **(g) Business Records**

The cost to research, replace or restore "business records", except to the extent provided in the Section **I, A. Additional Coverage for Business Property**.

This does not apply to "business records" held for sale by "you".

### **(h) Motor Vehicles, Aircraft or Watercraft**

"Motor vehicles", "aircraft", watercraft or "hovercraft" that:

- 1) Are licensed for use on public roads; or
- 2) Are operated principally away from the "business premises".

This paragraph does not apply to:

- a) "Motor vehicles" "you" manufacture or warehouse;
- b) "Motor vehicles", other than autos, "you" hold for sale; or
- c) Rowboats or canoes out of water and located at the "business premises".

**(i) Property While Outside of Buildings**

The following property while outside of buildings:

- 1) Grain, hay, straw or other crops;
- 2) Signs;
- 3) Outdoor fences;
- 4) Radio antennas, television antennas or satellite dishes; including their lead-in wiring, masts, and towers; and
- 5) Trees, shrubs or plants (other than "stock" of trees, shrubs or plants).

**(3) Limitations**

The following limitations apply to Business Personal Property Coverage:

**(a) Limitations - Various Types of Property**

"We" will not pay for "physical loss" to property as described and limited in this section. In addition, "we" will not pay for any "physical loss" that is a consequence of "physical loss" as described and limited in this section.

**1) Steam Apparatus**

Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But "we" will pay for "physical loss" to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**2) Hot Water Boilers**

Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

**3) Building Interiors**

The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- b) The "physical loss" is caused by or results from thawing of snow, sleet or ice on the building or structure.

**4) Building Materials - Theft**

Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- a) Building materials and supplies held for sale by "you"; or

b) Business Income coverage or Extra Expense coverage.

**5) Missing Property**

Property that is missing, where the only evidence of the "physical loss" is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

**6) Gutters and Downspouts**

Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.

**7) Transferred Property**

Property that has been transferred to a person or to a place outside the "business premises" on the basis of unauthorized instructions.

**(b) Limitations - Various Property for Specified Causes**

"We" will not pay for "physical loss" to the following types of property unless caused by:

- 1) A Covered Cause of Loss applicable to Business Personal Property, when coverage is provided on a named perils basis; or
- 2) The "specified causes of loss" or building glass breakage, when coverage for Business Personal Property is provided on an open perils basis:
  - a) Animals, and then only if they are killed or their destruction is deemed necessary.
  - b) Contractors equipment, machinery and tools owned by "you" or entrusted to "you", provided such property is Covered Property.

However, this limitation does not apply:

- (i) If the property is located on or within 1,000 feet of the "business premises"; or
- (ii) To Business Income coverage or to Extra Expense coverage.

**(c) Limitation - Business Personal Property Theft**

This Limitation does not apply to Business Income coverage or to Extra Expense coverage. The special limit shown for each category, **(c)1)** through **(c)4)**, is the most "we" will pay for "physical loss" to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

- 1) \$2,500 for furs, fur garments and garments trimmed with fur.
- 2) \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- 3) \$2,500 for patterns, dies, molds and forms.
- 4) \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

**b. Other Structures for Business Purposes**

"We" will pay up to the Limit of Insurance stated in Section **I.A.1.b.** of this endorsement for "physical loss" to other structures described in Section **I.A.1.b.** of this endorsement, which are used in whole or in part for the "covered business". Provided such "physical loss" is caused by a Covered Cause of Loss applicable to Business Personal Property Coverage under this endorsement.

The following are added to Section I, **A. Additional Coverages** when a Limit of Insurance is shown for Business Personal Property in Item **I.A.1.a.** of the Schedule of this endorsement:

**c. Business Records**

"We" will pay the costs incurred by an "insured", up to the Limit of Insurance stated in Section **I.A.1.c.** of this endorsement, to research, replace or restore the lost information on lost or damaged "business records", caused by a covered Cause of Loss for Business Personal Property, including the costs of:

- (1) Blank materials for reproducing the lost information; and
- (2) Labor to transcribe or copy the lost information.

**d. Off-Business Premises Property**

"We" will pay up to the Limit of Insurance stated in Section **I.A.1.d.** of this endorsement for direct "physical loss" to:

- (1) Personal property of the "covered business's" clients, associates or guests; or
- (2) "Your" Business Personal Property,

caused by a Covered Cause of Loss for Business Personal Property, while that property is in an "insured's" care, custody or control away from the "business premises".

**e. Business Income (and Extra Expense)**

- (1) "We" will pay for the actual loss of "business income" "you" sustain, up to the Limit of Insurance stated in Section **I.A.1.e.** of this endorsement, due to the necessary "suspension" of "your" "operations" during the "period of restoration". The "suspension" must be caused by direct "physical loss" to property, including personal property in the open (or in a vehicle) within 1,000 feet, at "business premises". The "physical loss" must be caused by or result from a Covered Cause of Loss applicable to Business Personal Property under this endorsement.

- (2) If "you" are a tenant, for the purposes of this Additional Coverage only, "your" "business premises" is the portion of the building which "you" rent, lease or occupy, including:

- (a) Any area within the building on the site at which the "business premises" are located if that area services or is used to gain access to the described "business premises".

- (b) "Your" Business Personal Property in the open (or in a vehicle) within 1,000 feet.

**(3) Business Income Additional Coverages**

The Business Income Additional Coverages are not additional limits of Insurance.

**(a) Extra Expense**

- 1) "We" will pay any "extra expense" to avoid or minimize the "suspension" of business and to continue "operations":

- a) At the "business premises"; or

- b) At replacement locations or at temporary locations, including:

- (i) Relocation expenses; and

- (ii) Costs to equip and operate the replacement or temporary locations.

- 2) "We" will pay any "extra expense" to minimize the "suspension" of business if "you" cannot continue "operations".

- 3) To the extent it reduces the amount of "business income" loss that otherwise would have been payable under this Additional Coverage, "we" will pay any "extra expense" to:

- a) Repair or replace any property; or

- b) Research, replace or restore the lost information on damaged "business records".

However, if any property obtained for temporary use during the "period of restoration" remains after the resumption of normal "operations", the amount "we" will pay under this Additional Coverage will be reduced by the salvage value of that property.

**(b) Civil Authority**

"We" will pay for the actual loss of "business income" "you" sustain and necessary "extra expense" caused by action of civil authority that prohibits access to the "business premises" due to direct "physical loss" to property, other than at the "business premises", caused by or resulting from any Covered Cause of Loss applicable to Business Personal Property under this endorsement.

This coverage for "business income" will begin immediately after the time of that action and will apply for a period of up to 30 days from the date of that action.

This coverage for "extra expense" will begin immediately after the time of that action and will end:

- 1) 30 days after the time of that action; or
  - 2) When "your" "business income" coverage ends,
- whichever is later.

**(4) Business Income Conditions**

The following conditions apply in addition to the Section I - Conditions and Section III - Common Conditions.

**(a) Appraisal**

If "we" and "you" disagree on the amount of Net Income and operating expense or the amount of "business income" loss, either may make written demand for an appraisal of the "business income" loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of "business income" loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- 1) Pay its chosen appraiser; and
- 2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, "we" will still retain "our" right to deny the claim.

**(b) Duties in the Event of Loss**

- 1) "You" must see that the following are done in the event of "physical loss":
  - a) Notify the police if a law may have been broken.
  - b) Give "us" prompt notice of the direct "physical loss". Include a description of the property involved.
  - c) As soon as possible, give "us" a description of how, when, and where the direct "physical loss" occurred.
  - d) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of "your" expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, "we" will not pay for any subsequent "physical loss" resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- e) As often as may be reasonably required, permit "us" to inspect the property proving the loss and examine "your" books and records.  
Also permit "us" to take samples of damaged and undamaged property for inspection, testing and analysis, and permit "us" to make copies from "your" books and records.
  - f) Send "us" a signed, sworn proof of loss containing the information "we" request to investigate the claim. "You" must do this within 60 days after "our" request. "We" will supply "you" with the necessary forms.
  - g) Cooperate with "us" in the investigation or settlement of the claim.
  - h) If "you" intend to continue "your" business, "you" must resume all or part of "your" "operations" as quickly as possible.
- 2) "We" may examine any "insured" under oath, while not in the presence of any other "insured" and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an "insured's" books and records. In the event of an examination, an "insured's" answers must be signed.

**(c) Limitation - Electronic Media and Records**

"We" will not pay for any loss of "business income" caused by direct "physical loss" to "electronic data" after the longer of:

- 1) 60 consecutive days from the date of direct "physical loss"; or
- 2) The period, beginning with the date of direct "physical loss", necessary to repair, rebuild or replace, with reasonable speed and similar quality, other property at the "business premises" due to "physical loss" caused by the same occurrence.

This limitation does not apply to "extra expense".

**Example No. 1:**

A Covered Cause of Loss damages a computer on June 1. It takes until September 1 to replace the computer, and until October 1 to restore the data that was lost when the damage occurred. "We" will only pay for the loss of "business income" sustained during the period June 1 - September 1. Loss of "business income" during the period September 2 - October 1 is not covered.

**Example No. 2:**

A Covered Cause of Loss results in the loss of only "electronic data" on August 1. The "electronic data" is replaced on October 15. "We" will only pay for the loss of "business income" sustained during the period August 1 - September 29 (60 consecutive days). Loss of "business income" during the period September 30 - October 15 is not covered.

**(d) Loss Determination**

- 1) The amount of "business income" loss will be determined based on:
  - a) The Net Income of the "covered business" before the direct "physical loss" occurred;
  - b) The likely Net Income of the "covered business" if no "physical loss" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct "physical loss"; and
  - d) Other relevant sources of information, including;



- (i) "Your" financial records and accounting procedures;
  - (ii) Bills, invoices and other vouchers; and
  - (iii) Deeds, liens or contracts.
- 2) The amount of "extra expense" will be determined based on:
- a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct "physical loss" had occurred. "We" will deduct from the total of such expenses:
    - (i) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (ii) Any "extra expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - b) All necessary expenses that reduce the "business income" loss that otherwise would have been incurred.

**(e) Resumption of Operations**

- 1) "We" will reduce the amount of "your":
  - a) "Business income" loss, other than "extra expense", to the extent "you" can resume "your" "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the "business premises" or elsewhere.
  - b) "Extra expense" loss to the extent "you" can return "operations" to normal and discontinue such "extra expense".
- 2) If "you" do not resume "operations", or do not resume "operations" as quickly as possible, "we" will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

**B. Business Personal Property - Covered Causes of Loss**

"We" insure direct "physical loss" to Business Personal Property caused by the Covered Causes of Loss applicable to Coverage **C** - Personal Property in the policy to which this endorsement is attached, unless the "physical loss" is:

- 1. Excluded in the Section **I** - Exclusions applicable to Coverage **C** in the policy to which this endorsement is attached;
- 2. Limited in Section **III.A.1.a.(3)** Limitations of this endorsement; or
- 3. The result of a dishonest or criminal act committed by any "insured":
  - a. Acting alone or in collusion with others; and
  - b. Whether or not occurring during the hours of employment.

However, this exclusion does not apply to acts of destruction by "employees" of the "covered business" (including leased or temporary workers); except theft by "employees" (including leased or temporary workers) is not covered.

With respect to "business records", this exclusion does not apply to dishonest acts of a carrier for hire.

**C. Business Personal Property - Loss Payees**

The following is added to Section **I, D. Conditions**:

If Section **I.D.** of this endorsement shows a loss payee for certain listed insured Business Personal Property, "we" will pay a "physical loss" under Business Personal Property Coverage with respect to that property, to "you" and the loss payee as interests appear.

#### IV. SECTION II - BUSINESS LIABILITY COVERAGE

- A.** Section II - Liability Coverages, Paragraph **A.1.**, Coverage **E** - Personal Injury is extended to include an "insured's" liability with respect to a "covered business", as follows:

Paragraphs **1.a.** and **1.b.** are deleted and replaced by the following, with respect to liability arising from a "covered business":

- a.** "We" will pay those sums the "insured" becomes legally obligated to pay as damages because of "bodily injury", "personal injury", "professional liability" or "property damage" to which this insurance applies. Damages include prejudgment interest awarded against the "insured". "We" will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, "we" will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "personal injury", "professional liability" or "property damage" to which this insurance does not apply. "We" may, at "our" discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount "we" will pay for damages is limited as described in Section II, **D.** Conditions, Condition **1.** Limit of Insurance; and
- (2) "Our" right and duty to defend ends when "we" have exhausted the applicable Limit of Insurance in the payment of judgments or settlements under Section II - Coverage **E.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under Section II, **C.** Additional Coverages.

- b.** This insurance applies to "bodily injury", "personal injury", "professional liability" or "property damage" only if:
- (1) The "bodily injury", "personal injury", "professional liability" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "bodily injury", "professional liability" or "property damage" occurs during the "coverage term"; or
  - (3) The "personal injury" results from an "occurrence" that takes place during the "coverage term"; and
  - (4) The "bodily injury", "personal injury", "professional liability" or "property damage" arises from the operation of a "covered business".

- B.** Section II - Liability Coverages, Paragraph **A.2.**, Coverage **F** - Medical Payments to Others is extended to include payments to a person due to an accident related to the operation of a "covered business", provided the accident takes place in the "coverage territory".

- C.** Section II, **B.** Exclusions, Paragraph **1.**, Exclusions Applicable to Coverage **E**, apply to Business Liability Coverage provided via Section IV., Paragraph **A.** of this endorsement, except as follows:

- 1.** Exclusion **a.** Expected or Intended Injury is deleted and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury", "professional liability" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of one or more "insureds" or which is in fact expected or intended by one or more "insureds", even if the injury or damage is:

- (1) Of a different degree or type than actually expected or intended; or
- (2) Sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **1.a.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property.

- 2.** Exclusion **b.** Business Pursuits does not apply to a "covered business".
- 3.** Exclusion **c.** Professional Services does not apply to a "covered business".
- 4.** Paragraph **(2)** of Exclusion **o.** Assessments and Contracts does not apply to a "covered business".

5. Paragraph (2) of Exclusion s. Violation of Another's Rights, Political Activity, Known Falsity, Prior Publication, Contractual Liability, Criminal Acts, Employment Related Injuries and Advertising, Broadcasting or Telecasting does not apply to a "covered business".

- D. The following exclusions are added to Section II, B. Exclusions, Paragraph 1., Exclusions Applicable to Coverage E, but only with respect to liability arising out of a "covered business".

This insurance does not apply to:

**1. Asbestos**

"Bodily injury", "personal injury", "professional liability" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

**2. Contractual Liability**

"Bodily injury", "personal injury" or "property damage" assumed under any:

- a. Unwritten contract or agreement; or
- b. Written contract or agreement in connection with the "covered business".

However, this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is a "business contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement;

unless such liability is otherwise excluded under this policy.

**3. Damage to Property**

"Property damage" to:

- a. Property owned by an "insured", including any costs or expenses incurred by "you", or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises the "covered business" sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
- c. Property loaned to the "covered business";
- d. Personal property in the care, custody or control of an "insured";
- e. That particular part of real property on which the "covered business" or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Impaired property" or property that has not been physically injured, arising out of:
  - (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
  - (2) A delay or failure by "you" or anyone acting on "your" behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use;

- h. "Your product" arising out of it or any part of it; or
- i. "Your work" arising out of it or any part of it and included in the "products-completed operations hazard".

Paragraph f. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **4. Employer's Liability**

"Bodily injury" to:

- a. An "employee" or "independent contractor" of the "insured" sustained in the "workplace";
- b. An "employee" or "independent contractor" of the "insured" arising out of the performance of duties related to the conduct of the "covered business"; or
- c. The spouse, child, parent, brother or sister of that "employee" or "independent contractor" as a consequence of a. or b. above.

This exclusion applies:

- a. Whether the "insured" may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the "insured" under a "business contract".

#### **5. Employment-Related Practices**

"Bodily injury" or "personal injury" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person or hire them as an "independent contractor";
  - (2) Termination of that person's employment or "independent contractor" status; or
  - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in a.(1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the "insured" may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### **6. Liquor Liability**

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the "covered business" is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### **7. Pollutant**

- a. "Bodily injury", "personal injury", "professional liability" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (1) At any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste; or
  - (2) At any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".
- b. Any loss, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to "bodily injury" to any person injured while on the "business premises" and caused by the inadequate ventilation of "vapors", if the person injured is first exposed to such "vapors" during the "coverage term" and, within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to "vapors".

#### **8. Recall of Products, Work or Impaired Property**

Any liability or damages claimed for any loss, cost or expense incurred by the "covered business" or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **9. Fungi or Bacteria**

"Bodily injury", "personal injury", "professional liability" or "property damage":

- a. Caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:

- (1) Inhalation of;
- (2) Ingestion of;
- (3) Contact with;
- (4) Absorption of;
- (5) Exposure to;
- (6) Existence of; or
- (7) Presence of,

any "fungi" or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually;

- b. Arising out of, or in any way associated with, any loss, cost or expense to:

- (1) Abate;
- (2) Test for;
- (3) Monitor;
- (4) Clean up;

- (5) Remove;
  - (6) Contain;
  - (7) Treat;
  - (8) Detoxify;
  - (9) Neutralize;
  - (10) Remediate;
  - (11) Mitigate;
  - (12) Dispose of;
  - (13) In any way respond to; or
  - (14) Assess the effects of,
- any "fungi" or bacteria, by any "insured" or by any other person or entity;

c. With respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:

- (1) The existence of "fungi" or bacteria;
- (2) The prevention of "fungi" or bacteria;
- (3) The remediation of "fungi" or bacteria;
- (4) Any operation described in b. above;
- (5) "Your product"; or
- (6) "Your work"; or

d. Arising out of any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in a., b. or c. above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However, this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

## **10. Professional Liability**

Any liability arising out of the rendering or failing to render professional services, other than "professional services".

## **11. Excluded Services**

Any liability arising out of:

- a. Services rendered or preparations, products, apparatus, or equipment rendered or used in violation of federal, state, municipal or other laws or regulations;
- b. Plastic surgery, or removal of warts, moles or other growths;
- c. The ownership, maintenance, operation or use of any apparatus using x-rays or other ionizing radiation for removal of hair, or any apparatus using a photo coagulation technique for removing of hair;
- d. Weight reducing treatments, body massage, other than facial or scalp massage, steam baths, saunas, body wrapping, or tanning of human skin, whether by natural or artificial means;
- e. The use, administration or application of any dye or coloring to eyelashes or eyebrows other than that specifically manufactured for such use;

- f. Preparation for, or use, administration or application of, or removal of any form of permanent cosmetic makeup including but not limited to micro pigment implantation and tattooing;
- g. The application of chemicals to the skin which is intended to remove living tissues (skin peeling);
- h. The piercing of any part of the human body; or
- i. The implantation or transplantation of hair.

## **12. Excluded Products**

"Professional liability" or liability arising from the "products-completed operations hazard", when such liability arises out of goods or products manufactured, bottled, rebottled, packaged or repackaged by any "insured" or sold under any "insured's" label.

## **13. Dietary Supplements and Similar Products**

"Bodily injury", "personal injury" or "property damage" arising out of the manufacture, sale, distribution or furnishing in any other manner of:

- a. Dietary supplements;
- b. Vitamins;
- c. Pharmaceuticals of any nature;
- d. Products used for weight loss; or
- e. Any similar products or substances,

whether or not such products or substances are regulated by the United States Food and Drug Administration or any other regulatory body or agency.

- E.** The following exclusions are added to Section II, **B. Exclusions**, Paragraph **2.**, Exclusions Applicable to Coverage **F**, but only with respect to liability arising out of a "covered business".

This insurance does not apply to "bodily injury":

### **1. Any Insured**

To any "insured".

### **2. Hired Person**

To a person hired to do work for or on behalf of any "insured" or a tenant of any "insured".

### **3. Injury on Normally Occupied Premises**

To a person injured on that part of premises the "covered business" owns or rents that the person normally occupies.

### **4. Athletic Activities**

To any person while officiating, coaching, practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by an "insured".

### **5. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **6. Professional Liability**

Arising from a "professional incident".

### **7. War**

Injury, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**F. Section II, D. Section II - Conditions is amended as follows:**

The following are added to Condition **1. Limit of Insurance:**

- 1. Regardless of the number of "insureds", claims made, "suits" brought, or persons or organizations making claims or bringing "suits", "our" total liability under Coverage **E** for "products-completed operations hazard" and "professional liability" damages combined arising from all "occurrences" during the "coverage term" is the Coverage **E** Limit of Insurance stated in the Declarations. This Limit of Insurance applies separately to each "coverage term".
- 2. Paragraph **c.** does not apply to liability arising out of a "covered business".

All other terms and conditions of this policy remain unchanged.



<i>SERFF Tracking Number:</i>	<i>CNNB-125920752</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>H-09-7050-AR</i>		
<i>TOI:</i>	<i>04.0 Homeowners</i>	<i>Sub-TOI:</i>	<i>04.0000 Homeowners Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Homeowner - Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number:	CNNB-125920752	State:	Arkansas
Filing Company:	The Cincinnati Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	H-09-7050-AR		
TOI:	04.0 Homeowners	Sub-TOI:	04.0000 Homeowners Sub-TOI Combinations
Product Name:	Homeowner - Forms		
Project Name/Number:	/		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	12/17/2008
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**Comments:**

**Attachment:**

#P&CTransmittal.pdf

<b>Satisfied -Name:</b>	Form Memorandum	<b>Review Status:</b>	Approved	12/17/2008
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**Comments:**

**Attachment:**

FMemo#1.pdf

**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
The Cincinnati Insurance Companies	10677

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Cincinnati Insurance Company	OH	0244-10677	31-0542366	

<b>5. Company Tracking Number</b>	<b>H-09-7050-AR</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Matt Terrell P.O. Box 145496 Cincinnati, OH 45250-5496	Senior Analyst	513.603.5264	513.881-8885	matt_terrell@cinfin.com

<b>7.</b>	Signature of authorized filer	
<b>8.</b>	Please print name of authorized filer	Matt Terrell

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Personal Lines
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Homeowner
<b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title</b> (Marketing title)	Independent Homeowner Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 4/1/09                      Renewal: 4/1/09
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	
<b>17. Reference Organization # &amp; Title</b>	

<b>18. Company's Date of Filing</b>	11/25/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	H-09-7050-AR
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Updates made to Acord Application  
 Editorial updates made to UIM Endorsement

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b>  <b>Amount:</b> 50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>

Effective March 1, 2007

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**THE CINCINNATI INSURANCE COMPANY**  
**ARKANSAS PERSONAL HOMEOWNER PROGRAM**  
**FORMS MEMORANDUM**  
**Filing # H-09-7050-AR**

<b>New or Revised Form</b>	<b>Replaced Form</b>	<b>Description of Change</b>
<b>HRA (10/08)</b>	<b>HRA (5/08)</b>	<p><b>HOMEOWNER APPLICATION</b> - revised (in conjunction with introduction of respective credit) to show insured's 'Date of birth'.</p> <p>'Your premiums will not be surcharged (i.e. increased) based on your insurance score', in conjunction with the introduction of Insurance Score Factors, deleted.</p> <p>References to states with specific applications removed from the privacy notice acknowledgement.</p>
<b>HR824 (4/09)</b>	<b>HR824 (12/04)</b>	<p><b>FARMERS PERSONAL LIABILITY</b> -</p> <p>Section <b>I</b> - 'The <b>DEFINITIONS</b> Section is amended as follows for coverage provided by this endorsement and applies to all parts of Section <b>II</b>' replaces 'The <b>DEFINITIONS</b> Section is amended as follows'. (Clarifies farming is considered a business but only as respects to Section <b>I</b> (property coverage) of your homeowner policy.)</p> <p>Section <b>II B.</b> (last line) - 'Used in the "farming" activities of the "insured"' replaces 'Used on or in support of "your" "farming" operations at a "farm premises"' and is added <u>after</u> Subparagraph <b>4</b>). (Allows respective "motor vehicle" coverage while in transit during farming activities.)</p>
<b>HR835I (10/08)</b>	<b>HR835I (7/06)</b>	<p><b>ACORD HOMEOWNER SUPPLEMENT APPLICATION</b> - 'Your premiums will not be surcharged (i.e. increased) based on your insurance score', in conjunction with the introduction of Insurance Score Factors, deleted.</p>
<b>HR886 (4/09)</b>	<b>HR886 (7/06)</b>	<p><b>COSMETOLOGY OR BARBERING BUSINESS ENDORSEMENT</b> - Endorsement-specific pollutant definition (<b>II.A.3.</b>) introduced. Personal injury definition (<b>II.C.</b>) amended to include 'The use of another's advertising idea in "advertisement"' and 'Infringing upon another's copyright, trade dress or slogan in your "advertisement".' Advertisement definition (<b>II.D.</b>) added. War exclusion (<b>IV.E.7.</b>) expanded</p>

<i>SERFF Tracking Number:</i>	<i>CNNB-125920752</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>H-09-7050-AR</i>		
<i>TOI:</i>	<i>04.0 Homeowners</i>	<i>Sub-TOI:</i>	<i>04.0000 Homeowners Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Homeowner - Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	HOMEOWNER APPLICATION	11/25/2008	HRA 10-08.pdf
No original date	Form	ACORD HOMEOWNER SUPPLEMENT APPLICATION	11/25/2008	

# THE CINCINNATI INSURANCE COMPANY

## HOMEOWNER APPLICATION

QUOTATION <input type="checkbox"/>		ISSUE POLICY <input type="checkbox"/>			
Rewrite or Renewal of	POLICY PERIOD			PREMIUM	
	12:01 A.M, STANDARD TIME AT THE RESIDENCE PREMISES			Inception	Installment
	From	To	\$	\$	___ months
NAMED INSURED AND ADDRESS					
Township _____			County _____		
Occupation _____			Social Security Number _____		
Date of birth _____					
Employer _____					
MORTGAGEE - SERVICING COMPANY					
The <b>residence premises</b> covered by this policy is located at the above address unless otherwise stated.					
<b>COVERAGES AFFORDED AND LIMITS OF INSURANCE</b>					
Applicable Form: HO-3 <input type="checkbox"/> Executive <input type="checkbox"/> Executive Classic™ <input type="checkbox"/> Condominium Broad <input type="checkbox"/> Condominium Special <input type="checkbox"/> Tenant Broad <input type="checkbox"/> Tenant Special <input type="checkbox"/>					
SECTION I				SECTION II	
	A. Dwelling	B. Other Structures	C. Personal Property	D. Loss of Use	E. Bodily Injury, Personal Injury, and Property Damage
LIMITS	\$	\$	\$	\$	\$
					each occurrence
					each person
ADDITIONAL COVERAGES AND PREMIUMS					
Form Number	Annual Premium	Form Number	Annual Premium	Form Number	Annual Premium
_____	\$ _____	_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____	_____	\$ _____
Other Forms _____					
Executive / Executive Classic™ / Tenants Special / Condominium Special:					
Earthquake Coverage: Included <input type="checkbox"/> Excluded <input type="checkbox"/>					
Basic Annual Premium		Additional Coverages Annual Premium		Total Annual Premium	
\$ _____		\$ _____		\$ _____	
<b>DEDUCTIBLE - SECTION I: \$ _____ APPLIES TO ALL CAUSES OF LOSS UNLESS OTHERWISE NOTED</b>					
HO-Auto	Terr.	Number of Families	Construction Type Year	Prot. Class	B.C.E.G.
Yes <input type="checkbox"/> No <input type="checkbox"/>					
Inside City Limits Fire District <input type="checkbox"/>		Inside Protected Suburban Area <input type="checkbox"/>		Inside Fire District <input type="checkbox"/>	
Tax Code: _____					



\*Absence of any entry means "no exceptions."

Yes No

**If "Yes," please explain.**

- 3.** If this is a residence the insureds are just moving into, please advise their previous address:

**If "Yes," please advise:**

Policy Number:

- CONDO ONLY**

- THE CINCINNATI INSURANCE COMPANY WILL REQUEST A CREDIT-BASED INSURANCE SCORE TO ASSIST IN THE DETERMINATION OF YOUR PREMIUM. IF YOUR SCORE DOES NOT MEET OR EXCEED THE ESTABLISHED THRESHOLD, OR YOUR SCORE IS NOT AVAILABLE FROM THE CONSUMER REPORTING AGENCY WE USE, YOU WILL NOT QUALIFY FOR THE MAXIMUM DECREASE IN PREMIUM (I.E., THE MAXIMUM CREDITS.) YOUR PREMIUMS WILL NOT BE SURCHARGED (I.E. INCREASED) BASED ON YOUR INSURANCE SCORE.

IN THE STATES OF AZ, GA, IL, MN, MT, NC, AND VA THE APPLICANT FOR THIS INSURANCE MUST READ, INITIAL AND DATE THE FOLLOWING STATEMENT: I ACKNOWLEDGE, AT THE TIME OF COMPLETING THIS APPLICATION, I WAS GIVEN A PRIVACY POLICY STATEMENT, WHICH EXPLAINS THE PRIVACY PRACTICES OF THE CINCINNATI INSURANCE COMPANIES AND AFFILIATED SUBSIDIARIES

PLEASE INITIAL AND DATE: \_\_\_\_\_

**WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN TENNESSEE, VIRGINIA AND WASHINGTON INSURANCE BENEFITS MAY ALSO BE DENIED.**

**NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Signed \_\_\_\_\_ (Agent)

Agency: \_\_\_\_\_

Agency Code: \_\_\_\_\_

Located at: \_\_\_\_\_

Additional Information \_\_\_\_\_